

COLONIAL PLACE

AT COURTHOUSE METRO 

CONFERENCE CENTER FACILITY WAIVER OF LIABILITY

In order to use the Colonial Place Conference Center and the equipment located therein (collectively, the “Facility”) located on the 1st floor of 2107 Wilson Boulevard, Arlington, Virginia, Tenant hereby certifies as follows:

1. **AUTHORITY:** The person making the reservation is an employee of a Tenant in the Project, and is authorized by his/her employer to accept this Waiver and on such employer’s behalf agree to its terms including the Conference Center Facility Rules and Regulations attached hereto as Exhibit A.
2. **USE OF FACILITY:** The use of the Facility is restricted to Tenants of Colonial Place in 2111, 2101, or 2107 Wilson Boulevard (“the Project”). Use shall be at Tenant’s sole risk and neither 2111 Wilson Boulevard, Inc. (“Landlord”) nor LPC Commercial Services, Inc. (“Manager”) or their respective agents shall be liable for any injuries, liabilities, damages, expenses, causes of action, suits, claims, judgments and/or costs whatsoever arising out of or connected with Tenant’s use of the Facility. Tenants are asked to be respectful, courteous and professional to all parties within the Facility. Please conduct meetings and/or events in a professional manner. Occupancy limits must be adhered to and sufficient space to exit the Facility must be maintained. Reserving the Facility and common areas for non-Tenant use and/or charging for use of the Facility is prohibited.
3. **REPAIR AND RETURN OF FACILITY:** Manager, Tenant, and (if applicable) the caterer/vendor shall conduct an inspection to note property condition. Any deficiencies noted prior to the event shall be logged and identified as existing. Any damages noted after the event shall also be logged and assessed. Manager shall have the right to repair any damages and collect reimbursement costs from Tenant within 30 days of the occurrence. If a Tenant does not reimburse Landlord for such costs, such Tenant’s right to use the Facility will be suspended.
4. **HOLD HARMLESS:** Tenant agrees to clean the Facility at the end of the event and to properly dispose of all trash. Tenant agrees that its use of the Facility may not interfere with the operation of the Project or other tenants’ use thereof. In addition to any relevant provisions in its lease with Landlord, Tenant agrees to indemnify and hold harmless Landlord, Manager, and their respective agents and employees, from and against all claims, losses, damages, liabilities or expenses incurred (including attorneys’ fees) as a result of Tenant’s use of the Facility.
5. **RULES:** The attached Rules and Regulations set forth in Exhibit A are incorporated herein as a part of this Waiver. If Tenant does not abide by the Rules and Regulations, then Landlord may terminate such Tenant's privileges to use the Facility. Manager, as agent for Landlord, reserves the right to amend or waive any of the Rules & Regulations at any time.

AGREED:

Signature: _____

Date: _____

Print Name: _____

Company: _____

Mobile Phone: _____

Floor / Suite: _____

Email Address: _____

Event Date: _____

EXHIBIT A
RULES AND REGULATIONS
CONFERENCE CENTER FACILITY

The Colonial Place Conference Center (“Facility”) is a tenant amenity which can accommodate a maximum of 64 people (theater style) depending on the seating arrangement. In order to make a reservation, Tenant must have an authorized login through the building portal at www.colonial-place.com. On the portal, Tenant may browse and block the reservation calendar under the Resource Reservations tab. The person making the reservation on Tenant’s behalf must check the box to confirm Tenant’s acceptance of the Waiver and Rules and Regulations in order to complete the booking.

Tenants are encouraged to schedule a dry run with the management office in advance of the event so that the user can be sure he/she has the correct connectivity, and clarify any instructions for caterers in advance of the reserved time.

1. **HOURS OF OPERATION:** The Facility is available for reservations at no cost between the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday. Reservations that extend before or after these hours can usually be accommodated by coordinating with Manager. Fees for after-hours use will be incurred. The Facility is closed on Saturday, Sunday, and building holidays unless specific arrangements are made in advance. The Facility may be closed at any time at Manager’s discretion.
2. **RESERVATIONS:** Reservations will be made on a “first-come, first-served” basis, up to 90 days in advance. Tenants are limited to 3 days (consecutive or non-consecutive) of meeting times per month. The Facility uses a reservation management platform called Electronic Tenant Solutions (ETS) to accommodate room scheduling needs. ETS allows Tenants to find and reserve space for single or multi-day meetings and events. The reservation fields include the options for room setup. Any reservation questions can be directed to Huyen Dang at hdang@lpc.com or Ashley Poore at apoore@lpc.com.
 - a) Facility use must only be authorized by the designated Tenant contact. Tenant should arrange to have a point person arrive a minimum of one-half hour before the scheduled reservation time to set up, and he/she should stay after the event to ensure proper cleanup.
 - b) The Facility may be reserved for either a Half Day or a Full Day. A Half Day is any time period up to 4 hours. Full Day is any time period longer than 4 hours up to 8 hours.
 - c) There will be a one-hour period of unavailability between same day reservations to allow for cleaning and inspection and so that the prior user can return the space to its original condition. Same room setup will be used for same day meetings.
 - d) The set-up and break-down time must be included in the reservation time period. We recommend that Tenants who reserve the Facility at 8:00 a.m. allow enough time for set-up, food delivery, etc. For example: *Reservation Time: 8:00 am – 6:00 p.m. for Meeting Time: 9:00 a.m. – 5:00 p.m.* Delaying the start time of meetings by one-half hour to one hour typically allows enough time for the meeting organizers to set up, test equipment, run through PowerPoint presentations and any other items needed to ensure your meetings run smoothly.
3. **CANCELLATIONS:** To allow others to use the space, all cancellations must be indicated on the Amenity Reservations calendar and conveyed to Manager no less than 24 hours in advance of the scheduled event.
4. **ACCESS:** On the day of the event, a Tenant representative can pick up a Datawatch access card for the Facility from the security guard’s desk in the main lobby or the Management office located in Suite 210 of 2107 Wilson. The access card will need to be returned to the same location once the event is over.

5. **ROOM CONFIGURATION:** When arriving at the Facility, the meeting room will be delivered in the requested configuration. All rooms should be left as they were found and are subject to a \$250 clean-up fee if found in a different room configuration. The partition inside the Facility may not, under any circumstances, be moved or repositioned by anyone other than building management.

Theatre: 64 maximum
Classroom: 36 maximum
Boardroom: 26 maximum
Banquet: 36 maximum
Two rooms: 16 maximum per room

6. **DELIVERIES:** All deliveries for the Facility must be made through the Facility's exterior door. Absolutely no deliveries may be made through the building's lobby or the Facility's interior main entrance. Delivery vehicles have a height restriction of 8'-0". Floor protection may be required depending on the type of event. All deliveries must be coordinated with Manager.

Tenant is responsible for accepting all deliveries. Building management including security and other staff may not accept or sign for deliveries. Due to the possibility of other reservations prior to the event, caterers are not permitted to drop off any items (such as tables, art work, large flower arrangements) in advance.

7. **AFTER HOURS FEES:** Additional charges of \$105 per hour for building engineer overtime and \$60 per hour for HVAC overtime will be assessed for reservations occurring after normal business hours.
8. **CLEANING:** Tenant must clean the Facility, including removal of all trash and debris, and must leave the pantry and surrounding areas clean; failure to do so will result in Tenant's loss of privileges to use the Facility in the future. A cleaning fee of \$250.00 will be charged if the cleaning is not performed to Manager's satisfaction or if the event extends past 6:00 pm.
9. **UNUSED FOOD / BEVERAGES:** The caterer shall remove all food and beverages. Please **do not** leave them on the counter in preparation for the next tenant's use of the room.
10. **EQUIPMENT:** Tenant shall leave the equipment and furniture provided for Facility users maintained in good condition. At the end of each meeting, Manager's representative will check that all equipment remains in working order. If the meeting extends past 6:00 pm, Manager's representative may perform the inspection the next business day. Users of the Facility will be charged for any furniture or equipment that is damaged during their use of the Facility. Notify Manager immediately if any equipment is not working properly. Furniture, equipment and any items provided in the Facility are not permitted to be removed. If Tenant wishes to bring in additional furniture, please contact the management office for approval.
11. **AUDIO-VISUAL SUPPORT:** The Facility offers six (6) televisions and WIFI. Due to the different end-user configurations of computer equipment, Manager cannot troubleshoot any connectivity issues to the Internet through the wireless network provided. Neither Landlord nor Manager will be responsible or liable if AV equipment does not function properly. Landlord has partnered with Breasia Productions to offer Tenants the opportunity to arrange for on-site AV and event support. Please contact Breasia directly at (301) 490-3155. A Breasia representative will contact you to discuss meeting/event needs. A minimum of 48 hours' notice is required.
12. **VENDORS / CATERING:** Tenant is responsible for the actions and compliance of all of its vendors, service personnel, employees and guests, and must ensure that they adhere to the Facility Rules and Regulations. Tenants, its vendors, personnel, employees and guests may not act in any manner that adversely affects the quiet enjoyment of the Project. Failure to comply with Manager's requests, excessive noise, foul language, and/or violation of the Rules and Regulations may result in removal from the Facility and the inability to use the Facility in the future. All caterers must be licensed as required by the Commonwealth of Virginia, including state and local licenses. If they are serving alcoholic beverages,

the caterer must obtain the appropriate license from the state's Alcoholic Beverage Control board.

13. **CERTIFICATE OF INSURANCE:** Tenant must obtain and deliver to Manager required certificates of insurance for all vendors providing services for the event (including but not limited to caterers, AV technicians, and clean-up staff). Tenant must provide current certificates of insurance at least 48 hours, or two business days, whichever is greater, prior to the event commencement date. The certificates must name the following entities as “Additional Insureds”:

- 2111 Wilson Boulevard, Inc. (Landlord)
- L&B Realty Advisors, LLP (Advisor)
- LPC Commercial Services, Inc. (Manager)

Failure to provide a correct Certificate of Insurance will prevent the vendor from entering the Facility.

Tenant’s caterers and vendors (as applicable, “Contractor”) agree to maintain in full force and effect, in form and content and with insurers approved by Landlord, and at such Contractor’s sole cost and expense, the following policies of insurance:

- a. **Workers Compensation Insurance** in compliance with the laws of the Commonwealth of Virginia, including Employers Liability Insurance in an amount not less than **\$1,000,000**. All contractors and subcontractors shall be participants in a worker’s compensation program. Notwithstanding the foregoing, Contractor may, at its election, opt to not carry worker's compensation insurance, in which event Contractor will indemnify and hold harmless, and at Landlord’s option defend Landlord and Landlord’s agents from and against all claims arising out of any loss suffered by Contractor or Contractor's agents at the Project which would have been covered by such worker's compensation insurance policy.
- b. **Commercial General Liability Insurance** written on an occurrence form, with defense costs in addition to limits, insuring Bodily Injury and Property Damage, including Product and Completed Operations coverage, Blanket Contractual coverage, Independent Contractors coverage, Personal Injury and Advertising Injury coverage and XCU (Explosion – Collapse – Underground Hazard Insurance), in an amount not less than **\$1,000,000** or higher at the sole discretion of Landlord, on which **Landlord, Advisor, and Manager shall be named as additional insureds for loss arising from Contractor’s operations and completed operations**. Such policy shall be the primary coverage for all claims of whatever type and nature. Contractor agrees to indemnify, defend and hold Landlord, Advisor, and Manager harmless under such Commercial General Liability Insurance.
- c. **Automobile Liability Insurance** on all owned, non-owned, hired or leased automotive equipment used in the performance of services at the Facility in amounts not less than **\$1,000,000** in a Combined Single Unit for bodily injury and property damage.
- d. **Fidelity Bond or Crime Insurance** covering all of Contractor’s employees with a limit of no less than **\$500,000**.
- e. **Alcohol Insurance** – if alcohol is served, Contractor must obtain a one-time insurance rider to its insurance policy to cover the event and provide evidence of the specific coverage to Manager.
- f. Contractor shall submit to Landlord Certificates of Insurance evidencing Contractor’s coverages required in these Rules and Regulations, in form and substance satisfactory to Landlord. General Liability insurance shall include an endorsement naming Landlord, Advisor, and Manager, as additional insureds for all operations and completed operations of Contractor, and shall state that such policies are primary in all respects and any insurance carried by Landlord, Advisor, or Manager is noncontributing with such policies. The General Liability insurance policy shall further provide for: (i) severability of interests wherein Contractor is insured against any claims that may be brought by the additional insureds, and (ii) if Contractor’s General Liability Insurance is provided by means of a so called “blanket policy”, then the Aggregate limit must apply to Landlord’s project or location. If the insurance

information is not submitted within seven (7) days prior to the event at the Facility, the event may be cancelled at Landlord's option.

- g. Each of the aforesaid policies shall: (a) be provided at Contractor's expense; and (b) be issued by an insurance company with a minimum Best's rating of "A-".

Contractor shall maintain all of the foregoing insurance coverage in full force and effect until the event at the Facility is fully completed. The requirements for carrying the foregoing insurance shall not derogate from the provision for indemnification of Landlord, Advisor, and Manager by Contractor and Tenant.

- 14. **DECORATIONS:** No decoration, structure or equipment may be affixed to any portion of the Facility without prior authorization from Manager. Under no circumstances will the use of tape or any kind of wire, nails, screws or other fasteners that are inserted or affixed to the physical structure of the building be permitted. Manager must approve plans for décor, including signage. Materials such as confetti, glitter, rice, sand, real candles or birdseed may not be used. Banners or signage may not be displayed inside or outside of the Facility and common areas of the Project without the permission of Manager.
- 15. **NO SMOKING:** The Facility is a smoke free facility and smoking outdoors is permitted only in designated smoking areas and only at a minimum of 25' feet from the building.
- 16. **PERSONAL PROPERTY:** Landlord, its Manager, and their representatives are not responsible for any lost, stolen, or damaged property belonging to users of the Facility, and shall not assume any responsibility for personal injury, which may occur during the use of the Facility. All materials belonging to Tenant must be removed from the Facility at the end of the event. The Facility does not have available or secured storage areas.
- 17. **SECURITY:** Landlord reserves the right to require security for any event at the expense of Tenant.
- 18. **FEES:** All rental fees, service charges or other assessed charges related to Tenant's event are subject to a 10% administrative fee. Landlord reserves the right to adjust fees, as needed. **ANY AND ALL DAMAGES INCURRED WHILE USING THE FACILITY WILL BE BILLED DIRECTLY TO TENANT.**

**Contact the Colonial Place Property Management Office with inquiries at (703) 527-9444,
Monday through Friday, 8:00 a.m. – 5:00 p.m.**